

21 cv 1231

Charles Talbert

No. Q94727

SCI. Dallas

1000 Follies Road

Dallas, PA. 18612

August 1, 2021

Office of the Clerk

U.S. Courthouse

235 N. Washington Ave.

P.O. Box 1148

Scranton, PA. 18501-1148

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Re: Talbert v. Wetzel, et al., No. 21-1231, Hon. Judge Mannion

Dear Clerk of Court:

Kindly find my enclosed copy of my:
• supplemental attachments in support of my third-party beneficiary implied-in-law contract claims.

Thank you for your kind help and attention herein.

Yours Truly,

Charles Talbert

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No. QA.4727

SCI. DALLAS

1000 Follies Road

DALLAS, PA. 18612

August 1, 2021

United States District Court For the Middle District of Pennsylvania

Charles Talbert

No. 21.1231

Plaintiff.

Honorable Judge Malachy E. Mannion

v.

Plaintiff's Supplemental Attachments In

John Wetzel, et al.

Support of His Third-Party Beneficiary -

Defendant's.

Implied-In-Law Contract Claims.

Standard of Review:

"Policy statements in employee handbooks form a contract under Pennsylvania law only when the parties' intent is clear and an employee reading the handbook could reasonably believe that a contract for a definite term did exist." See generally, *Edwards v. Geisinger Clinic*, 459 Fed. Appx. 125 (3rd Cir. 2012). Accordingly, with apparent foresight of the Defendant's response in connection with Plaintiff's failure to attach any contract or other form of binding agreements, apparently, due to these business contracts only being within their possession until a court order rules to provide it, Plaintiff, respectfully attaches hereto several policy statements to which sets forth provisional insight of those business contracts.

I. Commonwealth of Pennsylvania · Department of Corrections
Policy Statement No. 13.1.1, Management And Administration
of Health Care Procedures Manual.

This policy statement sets forth provisional insight upon the Defendants' contract performance, and the monitoring of the specific services the contracted health care providers must provide to all DOC inmates, which, of course, includes Plaintiff, until he is no longer a DOC inmate. This policy statement should be respectfully admitted, and the proper tool to obtain the actual contractual agreements between Defendants in respect to health care services for DOC inmates.

II. Commonwealth of Pennsylvania · Department of Corrections
Policy Statement No. 13.2.1, Access to Health Care
Procedures Manual.

This policy statement sets forth provisional insight upon the health care services provided in the contract, and the exact manner in which they must be provided by the Defendants to all DOC inmates. This policy statement should be respectfully admitted, and the proper tool to obtain the actual terms and conditions between Defendants in respect to the health care services for DOC inmates.

III. Commonwealth of Pennsylvania · Department of Corrections

Policy Statement No. 13.8.1, Access To Mental Health Care Procedures Manual.

This policy statement sets forth provisional insight upon the mental health services provided in the contract, and the exact manner in which they must be provided by the Defendants to all DOC inmates. This policy statement should be respectfully admitted, and the proper tool to obtain the actual terms and conditions between Defendants in respect to the mental health services for DOC inmates.

Plaintiff, And The Entire DOC Inmate Population, Are In Fact, Third-Party Beneficiaries:

"An intended third party beneficiary need not be expressly identified and recognized as such in the contract. A party is a third party beneficiary if: (1) recognition of the beneficiaries right to performance is appropriate to effectuate the intention of the parties; and (2) the party is a donee beneficiary because circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance". See: *Scarpitti v. Weborg*, 530 Pa. 366 (1992).

In *Scarpitti*, the Court did note that "both parties of a contract must express an intention to benefit the third party." In Plaintiff's case, this interpretation can be found true as to Plaintiff (being a DOC inmate), having a right (per policy) to performance of health services

specifically identified in contract and through its own supportive policy. Scarpitti, also mentioned that "circumstances can be so compelling that recognition of the beneficiaries right is appropriate to effectuate the intention of the parties, and circumstances indicate that the promisee intends to give the beneficiary the benefit of the promised performance." In Plaintiff's case, as aforementioned in the citation of Scarpitti, Plaintiff's name does not have to be "spelled out", per se, in the contract to be a third party beneficiary. Circumstances, of him being a DOC inmate, to whom health care services are intended for, is by virtue, compelling enough to demonstrate that Plaintiff, among other DOC inmates, are in fact, intended beneficiaries of the contracted benefit - health care services.

Implied-In-Law Contract:

"A contract, implied at law is not really a contract at all, but a fictional contract, which is a form of the remedy of restitution." See generally: *Martin v. Little, Brown & Co.*, 304 Pa. Super. 424, 450 A.2d 984 (1981) (where one person has been unjustly enriched at expense of another he or she must make restitution to other). See also, *Alessandro v. Braddock*, 37 Pa. Commw. 513, 391 A.2d 38 (1978) (Recipient of benefit is required to make restitution if circumstances of its receipt or retention are such that, as between a persons, it would be unjust for recipient to retain benefit). In addition to this plain

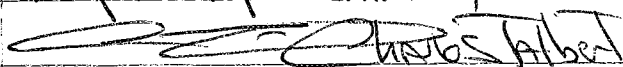
language of an implied-in-law contract, or in other words, a quasi contractual obligation imposed by law, it is a known fact that Defendants have an organized procedure, for DOC inmates, during admission, to consider, and to accept or deny, services provided within the aforementioned Defendants' business contract. In fact, even after admission, this organized procedure continues, as an ongoing, "individual" process, to make each individual inmate an intended beneficiary, by way of establishing a sick call request procedure to gain an agreement to pay \$5.00, in exchange for the Defendants' services.

In addition to the \$5.00 of Plaintiffs being conferred upon Defendants for health care services, As noted in the complaint, the State has appropriated and sponsored funds, for each individual inmate, to the DOC, for the DOC to contract with health care Defendants, to fulfill the States obligation to each inmate. These aforementioned funds are appropriated and sponsored for the DOC inmates' benefit and conferred upon health care Defendants, through contractual agreements.

Conclusion:

For the reasons set forth herein, Plaintiff respectfully requests for this Court to accept the Policy Statements until actual contracts are provided during the course of discovery.

Respectfully submitted,

 Eric S. Albert

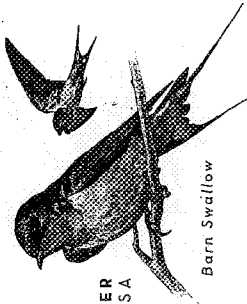
August 1, 2021

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Inmate mail



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To: U.S. Courthouse

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